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Beverly Hills, California 90211  
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LAWRENCE C. FOX  
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757 Third Avenue  
New York, New York 10017  
Telephone: 212-418-8600; Facsimile: 212-826-3640

Attorneys for Defendant Ahava of California, LLC

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X	:	
SIGNATURE BANK,	:	
	:	
Plaintiff,	:	08 Civ. 3893 (NRB)
	:	
- against -	:	<b><u>NOTICE OF MOTION</u></b>
	:	
AHAVA FOOD CORP., LEWIS COUNTY DAIRY	:	
CORP., ST. LAWRENCE FOOD CORP. d/b/a PRIMO	:	
FOODS, YONI REALTY, LLC, SCHWARTZ AND	:	
SONS QUALITY DISTRIBUTORS, INC., MOISE	:	
BANAYAN, ANA BANAYAN a/k/a CHANA	:	
BANAYAN, REBECCA BANAYAN a/k/a REBECCA	:	
BARIMYAN a/k/a REBECCA BANAYAN-	:	
LIEBERMAN, FARIBORZ BANAYAN a/k/a	:	
AARON BANAYAN, RUBEN BEITYAKOV,	:	
ARI KATZ, AHAVA OF CALIFORNIA, LLC d/b/a	:	
AHAVA NATIONAL FOOD DISTRIBUTOR	:	
and NORTH COUNTRY MANUFACTURING, and	:	
JOHN DOE COMPANIES 1 through 10	:	
	:	
Defendants.	:	
-----X	:	

PLEASE TAKE NOTICE that upon the attached Declarations of Fariborz Banayan and Robert W. Hirsh, the concurrently filed Memorandum of Law, and any further evidence and argument that may be raised at the hearing of this motion, defendant Ahava of California

("Ahava CA") will move this Court before the Honorable Naomi Buchwald, United States District Judge at the United States Courthouse, 500 Pearl Street, New York, New York at a time and place to be designated by the Court, for an Order:

a. Pursuant to Federal Rule of Civil Procedure 12(b)(1) abstaining from and staying this case under the Colorado River doctrine; and

b. Pursuant to Federal Rule of Civil Procedure 12(b)(1) abstaining from and dismissing this case under the Younger v. Harris Doctrine.

Dated: New York, New York  
May 13, 2008

ROBERT W. HIRSH & ASSOCIATES  
KORNSTEIN VEISZ WEXLER & POLLARD, LLP

Lawrence C. Fox / JLR  
By: Lawrence C. Fox

Attorneys for Defendant Ahava of California, LLC

TO: Mara Levin, Esq.  
HERRICK, FEINSTEIN, LLP  
2 Park Avenue  
New York, New York 10016

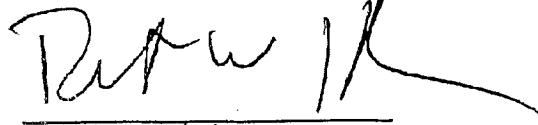
## **Declaration of Robert W. Hirsh**

### DECLARATION OF ROBERT W. HIRSH

I, Robert W. Hirsh, declare:

1. I am a member of Robert W. Hirsh & Associates. I represent defendant Ahava of California, LLC ("Ahava CA").
2. Attached hereto as Exhibit A is a true and correct copy of a complaint which I caused to be filed on March 17, 2008 in the Superior Court of California, County of Los Angeles ("the California Case"). I caused the California Case to be personally served on plaintiff Signature Bank ("the Bank") on or about March 26, 2008. Attached hereto as Exhibit B is a true and correct copy of the proof of service.
3. The two central issues in the California Case and this case are:
  - a. whether Ahava CA is an alter ego of defendants Ahava Food Corp, Lewis County Dairy Corp, St. Lawrence Food Corp, Yoni Realty, LLC, Moise Banyan, Ana Banyan, and Schwartz and Sons, Inc. (collectively "the Remaining Defendants"); and,
  - b. whether Ahava CA received fraudulent transfers from any of the Remaining Defendants.
4. I prepared and personally served two sets of interrogatories and one set of document requests on the Bank's counsel in California relating to the California Case.
5. On May 7, 2008, I caused Ahava CA to file an application for a temporary restraining order upon the Bank, which, I learned was denied on or about May 9, 2008.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this declaration was executed in Beverly Hills, California on May 11, 2008



Robert W. Hirsh

## **Exhibit A**

# SUMMONS (CITACION JUDICIAL)

SUM-100

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

Signature Bank; PRF, Inc; Munchies; John Nohein; Alain Cohen; Got Kosher; Aaron Hutman; Janice Hutman; Aaron's Glatt Market; Berri Good, Inc.; and Does 1 through 1000, inclusive.

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**CONFORMED COPY**  
OF ORIGINAL FILED  
Los Angeles Superior Court

MAR 17 2008

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
Ahava of California, LLC

John A. Clarke, Executive Officer/Clerk  
BY MARY GARCIA, Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otras requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of Los Angeles  
111 North Hill Street  
Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso) B0387480

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Robert W. Hirsh, SBN 102731 310-275-7800  
Robert W. Hirsh & Associates  
8383 Wilshire Boulevard, Suite 510  
Beverly Hills, CA 90211

DATE:

MAR 17 2008

JOHN A. CLARKE, CLERK

Clerk by

(Firma)

M. GARCIA

Deputy

(Adjunto)

(For proof of service of this summons, use the Proof of Service of Summons form (POS-010).)

(Para prueba de entrega de esta citación, use el formulario Prueba de Entrega de Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.80 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court

MAR 17 2008

ROBERT W. HIRSH, SEN #102731  
ROBERT W. HIRSH & ASSOCIATES  
8383 Wilshire Boulevard, Suite 510  
Beverly Hills, CA 90211  
Telephone: 310-275-7800

Attorneys for Plaintiff Ahava of California, LLC  
John A. Clarke, Executive Officer/Clerk  
BY MARY GARCIA, Deputy

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

AHAVA OF CALIFORNIA, LLC,  
Plaintiff,  
v.  
SIGNATURE BANK; PRF, INC;  
MUNCHIES; JOHN NOHEIN; ALAIN  
COHEN; GOT KOSHER; AARON HUTMAN;  
JANICE HUTMAN; AARON'S GLATT  
MARKET; BERRI GOOD, INC; and  
Does 1 through 1000, inclusive.  
Defendants.

CASE NO. BC387480

COMPLAINT FOR:

1. INTENTIONAL INTERFERENCE  
WITH CONTRACTUAL  
RELATIONSHIP
2. NEGLIGENT INTERFERENCE  
WITH CONTRACTUAL  
RELATIONSHIP
3. INTENTIONAL INTERFERENCE  
WITH PROSPECTIVE ADVANTAGE
4. WILLFUL MISCONDUCT
5. B & P 17200, et. seq.
6. NEGLIGENCE
7. DECLARATORY RELIEF
8. BREACH OF ORAL CONTRACT
9. FOR GOODS HAD AND RECEIVED
10. FOR ACCOUNT STATED
11. FOR OPEN BOOK ACCOUNT
12. ACCOUNTING
13. CONVERSION
14. EQUITABLE LIEN
15. IMPOSITION OF RESULTING  
TRUST
16. IMPOSITION OF CONSTRUCTIVE  
TRUST

1           7. In the alternative, defendant Got Kosher ("GK") is and at  
2 all relevant times was a business of unknown origin doing business  
3 in Los Angeles, California.

4           8. Defendant Aaron Hutman ("AH") is and at all relevant times  
5 was individual doing business and residing in Los San Diego,  
6 California. Upon information and belief, AH was doing business as  
7 "Aaron's Glatt Market".

8           9. Defendant Janice Hutman ("JH") is and at all relevant times  
9 was individual doing business and residing in Los San Diego,  
10 California. Upon information and belief, JH was doing business as  
11 "Aaron's Glatt Market".

12           10. In the alternative, defendant Aaron's Glatt Market  
13 ("Market") is and at all relevant times was a business of unknown  
14 origin doing business in San Diego, California.

15           11. Defendant Berri Good, Inc. ("Berri") is and at all  
16 relevant times was a California corporation doing business in Los  
17 Angeles, California.

18           12. At all relevant times, Plaintiff has had business  
19 relationships with PRF, Munchies, JN, AC, GK, AH, JH, Market,  
20 Berri, and Does 1-500 (collectively "Customers"). Many of Customers  
21 are based in California. Many of Customers are Plaintiff's  
22 customers who purchase Plaintiff's goods.

23           13. Plaintiff has never had any relationship of any sort with  
24 Bank.

25           14. Plaintiff is not an alter ego, a subsidiary, and/or an  
26 affiliate with any of the following non-parties: Ahava Food Corp.,  
27 Lewis County Dairy Corp., St. Lawrence Food Corp., Schwartz and  
28



1 Sons, Inc. and Yoni Realty, LLC (collectively "the Unaffiliated  
2 Companies").

3 15. In or about December 2007, Bank contacted Customers, and  
4 represented to them, among other things, the following:

5 a. Bank has a security interest in the assets, including  
6 the receivables of the Unaffiliated Companies;

7 b. Plaintiff is affiliated with the Unaffiliated  
8 Companies;

9 c. Bank's security interest in the assets of the  
10 Unaffiliated Companies entitles it to Plaintiff's receivables;

11 d. Plaintiff is responsible to Bank for the debt of the  
12 Unaffiliated Companies to Bank; and,

13 e. if Customers fail to pay Bank monies which they owe to  
14 Plaintiff and/or the Customers make payment of monies they owe to  
15 Plaintiff to anyone other than Bank, then Customers will still be  
16 responsible to Bank for the payments made.

17 The Banks communications as alleged in this paragraph shall  
18 collectively be referred to as "the Demand").

19 16. Upon information and belief, Bank communicated the Demand  
20 to Customers, which was primarily done by sending Customers a  
21 substantially similar and/or identical generic letter contained the  
22 Demand True and correct copies of this generic letter are attached  
23 hereto as Exhibit A.

24 17. The Bank's statements contained in paragraph 15(b-e) are  
25 false.

26 18. From in or about December 2007 to the present, Plaintiff:

27 a. stated to the Bank that the Demand was false;

1 b. stated to the Bank that the Demand could and would  
2 damage Plaintiff; and,

3 c. demanded that Bank retract the Demand.

4 19. Bank wrongfully transmitted the Demand.

5 20. Bank has wrongfully refused to retract the Demand.

6 21. At all relevant times, Bank knew that its statements  
7 contained in paragraph 15(b-e) were false. Despite this knowledge,  
8 Bank made the Demand, and has refused to withdraw it.

9 22. Bank's conduct has caused Plaintiff significant financial  
10 harm, which is continuing.

11  
12 FIRST CAUSE OF ACTION

13 (Intentional Interference with Contractual Relationship

14 Against Bank)

15 23. Plaintiff repeats and realleges paragraphs 1 through 22,  
16 inclusive, and incorporates them herein by this reference.

17 24. At all relevant times, Bank knew that its statements  
18 contained in paragraph 15(b-e) were false.

19 25. In or about December, 2007, Bank made the Demand to some  
20 or all of Customers.

21 26. As a result of the Demand,

22 a. certain of the Customers, among other things:

23 1. failed to pay Plaintiff monies due and owing to  
24 Plaintiff by them;

25 2. wrongfully paid Bank monies owing to Plaintiff;  
26 and,

27 3. terminated and/or modified their business  
28 relationship with Plaintiff, all of which damaged Plaintiff.

27. Bank has refused Plaintiff's demand that Bank retract the Demand.

28. At all relevant times, Bank knew that the Demand would interfere with Plaintiff's existing contractual relationship with Customers.

29. Despite this knowledge, which is continuing, Bank made the Demand, and refuses to withdraw it.

30. Bank's conduct has damaged the contractual relationship between Plaintiff and Customers.

31. As a proximate result of Bank's wrongful conduct, Plaintiff has been damaged in a sum according to proof at time of trial, but in no event less than \$10,000,000.00.

32. In doing the acts herein alleged, Bank acted with oppression, fraud, and malice. Bank's conduct shocks the conscience. Plaintiff is entitled to punitive damages in an amount subject to proof from Bank.

## SECOND CAUSE OF ACTION

(Negligent Interference with Contractual Relationship  
Against Bank)

33. Plaintiff repeats and realleges paragraphs 1 through 22, and 25 through 31, inclusive, and incorporates them herein by this reference.

34. At all relevant times, Bank knew that its statements contained in paragraph 15(b-e) were false.

35. In or about December, 2007, Bank made the Demand to some or all of Customers.

36. As a result of the Demand,

1 a. certain of the Customers, among other things:

2 1. failed to pay Plaintiff monies due and owing to  
3 Plaintiff by them;

4 2. wrongfully paid Bank monies owing to Plaintiff;  
5 and,

6 3. terminated and/or modified their business  
7 relationship with Plaintiff, all of which damaged Plaintiff.

8 37. Bank has refused Plaintiff's demand that Bank retract the  
9 Demand.

10 38. At all relevant times, Bank should have known that the  
11 Demand would interfere with Plaintiff's existing contractual  
12 relationship with Customers.

13 39. Bank refuses to withdraw the Demand.

14 40. Bank's conduct has damaged the contractual relationship  
15 between Plaintiff and Customers.

16 41. As a proximate result of Bank's wrongful conduct,  
17 Plaintiff has been damaged in a sum according to proof at time of  
18 trial, but in no event less than \$10,000,000.00.

19  
20 THIRD CAUSE OF ACTION

21 (Intentional Interference with Prospective Contractual Advantage  
22 Against Bank)

23 42. Plaintiff repeats and realleges paragraphs 1 through 32,  
24 inclusive, and incorporates them herein by this reference.

25 43. At all relevant times, Bank knew that its statements  
26 contained in paragraph 15(b-e) were false.

27 44. In or about December, 2007, Bank made the Demand to some  
28 or all of Customers.

1 45. As a result of the Demand,

2 a. certain of the Customers, among other things:

3 1. failed to pay Plaintiff monies due and owing to  
4 Plaintiff by them;

5 2. wrongfully paid Bank monies owing to Plaintiff;  
6 and,

7 3. terminated and/or modified their business  
8 relationship with Plaintiff, all of which damaged Plaintiff.

9 46. Bank has refused Plaintiff's demand that Bank retract the  
10 Demand.

11 47. At all relevant times, Bank knew that the Demand would  
12 interfere with Plaintiff's existing contractual relationship with  
13 Customers.

14 48. Despite this knowledge, which is continuing, Bank made the  
15 Demand, and refuses to withdraw it.

16 49. Bank's conduct has damaged the prospective contractual  
17 advantage enjoyed by Plaintiff with Customers and others.

18 50. As a proximate result of Bank's wrongful conduct,  
19 Plaintiff has been damaged in a sum according to proof at time of  
20 trial, but in no event less than \$10,000,000.00.

21 51. In doing the acts herein alleged, Bank acted with  
22 oppression, fraud, and malice. Bank's conduct shocks the  
23 conscience. Plaintiff is entitled to punitive damages in an amount  
24 subject to proof from Bank.

25 ///

26 ///

27 ///

28 ///

FOURTH CAUSE OF ACTION

(Willful Misconduct Against Bank)

52. Plaintiff repeats and realleges paragraphs 1 through 32 and 43-51, inclusive, and incorporates them herein by this reference.

53. Bank's conduct constitutes willful misconduct against Plaintiff.

54. As a proximate result of Bank's wrongful conduct, Plaintiff has been damaged in a sum according to proof at time of trial, but in no event less than \$10,000,000.00.

55. In doing the acts herein alleged, Bank acted with oppression, fraud, and malice. Bank's conduct shocks the conscience. Plaintiff is entitled to punitive damages in an amount subject to proof from Bank.

FIFTH CAUSE OF ACTION

(For Violation of B & P Section 17200 Against Bank)

56. Plaintiff repeats and realleges paragraphs 1 through 29, 34 through 40, inclusive, and incorporates them herein by this reference.

57. Bank's conduct constitutes deceptive business practices within the meaning of Business and Professions Code Section 17200, et. seq.

58. Pursuant to Business and Professions Code Section 17203, an order should issue causing defendants to disgorge all monies received by Bank from Customers.

59. For each payment received by Bank, in violation of Business and Professions Code Section 17206.1, in addition to the

1 other remedies contained in this complaint, a civil penalty in the  
2 sum of \$2500.00 per violation should issue against Bank.

3  
4 SIXTH CAUSE OF ACTION

5 (For Negligence Against Bank)

6 60. Plaintiff repeats and realleges paragraphs 1 through 22  
7 inclusive, and incorporates them herein by this reference.

8 61. At all relevant times, Bank owed Plaintiff a duty of care  
9 to, among other things, not misrepresent Plaintiff's relationship  
10 with the Bank and the Unaffiliated Companies.

11 62. Bank breached its duty of care to Plaintiff by, among  
12 other things, making the Demand, not retracting it, and by taking  
13 possession of monies properly belonging to Plaintiff.

14 63. As a proximate result of Bank's wrongful conduct,  
15 Plaintiff has been damaged in a sum according to proof at time of  
16 trial, but in no event less than \$10,000,000.00.

17  
18 SEVENTH CAUSE OF ACTION

19 (For Declaratory Relief Against All Defendants)

20 64. Plaintiff repeats and realleges paragraphs 1 through 29,  
21 34 through 40, and incorporates them herein by this reference.

22 65. A judicial determination is necessary to ascertain the  
23 rights of the parties, including but not limited to the  
24 relationship between the Bank and Plaintiff, and the Demand.

25 ///

26 ///

27 ///

28 ///

EIGHTH CAUSE OF ACTION

(For Breach of Oral Contract Against Customers)

66. Plaintiff repeats and realleges paragraphs 1 through 22, inclusive, and incorporates them herein by this reference.

67. During the last two years, Plaintiff on the one hand, and Customers on the other, orally agreed that in consideration of Plaintiff shipping goods to Customers, Customers would pay Plaintiff upon receipt of the goods and an invoice.

68. Pursuant to this oral agreement, Plaintiff shipped goods and sent invoices to Customers. The following amounts are owed by the following Customers to Plaintiff as a result of Plaintiff shipping them goods and invoicing them pursuant to the oral contracts:

- a. PRF and Munchies: \$1732.94;
- b. JN, AC, and GK: \$1100.20;
- c. AH, JH, and Market: \$1438.42; and,
- d. Berri: \$1500.00.

69. Customers, including PRF, Munchies, JN, AC, GK, AH, JH, Market, and Berri refuse to pay Plaintiff the monies owing to Plaintiff based upon their receipt of the Demand.

70. Customers are in breach of their oral agreements with Plaintiff.

71. Despite repeated demand, Customers have failed to pay and continue to fail to pay Plaintiff said monies owing.

72. Plaintiff has performed all promises, covenants, and conditions on its part to be performed, except those promises, covenants and conditions whose performance are excused by Customers' wrongful conduct.



1           73. As a proximate result of defendants' wrongful conduct,  
2 Plaintiff has been damaged in amounts subject to proof, together  
3 with interest accruing thereon at the maximum legal rate from the  
4 date of each breach to the present.

5  
6                           **NINTH CAUSE OF ACTION**

7           (Common Count: For Goods Had and Received Against Customers)

8           74. Plaintiff repeats and realleges paragraphs 1 through 22  
9 inclusive, and incorporates them herein by this reference.

10          75. During the last three years, Plaintiff shipped goods to  
11 Customers, who promised to pay for them.

12          76. As set forth below, the following persons became indebted  
13 to Plaintiff in the following respective amounts:

14               a. PRF and Munchies: \$1732.94;

15               b. JN, AC, and GK: \$1100.20;

16               c. AH, JH, and Market: \$1438.42; and,

17               d. Berri: \$1500.00.

18          77. Plaintiff has demanded payment from the Customers in the  
19 amounts set forth in the preceding paragraph. Despite repeated  
20 demands therefor, there remains due, owing and unpaid by Customers  
21 to Plaintiff in the amounts, respectively as set forth in the  
22 preceding paragraph, together with interest thereon at the maximum  
23 legal rate.

24  
25                           **TENTH CAUSE OF ACTION**

26           (Common Count: Account Stated Against Customers)

27          78. Plaintiff repeats and realleges paragraphs 1 through 22  
28 inclusive, and incorporates them herein by this reference.

79. Within the past three years, an account was stated in writing by Plaintiff to the following customers in the following respective amounts:

- a. PRF and Munchies: \$1732.94;
- b. JN, AC, and GK: \$1100.20;
- c. AH, JH, and Market: \$1438.42; and,
- d. Berri: \$1500.00.

80. Plaintiff has demanded payment from the Customers in the amounts set forth in the preceding paragraph. Despite repeated demands therefor, there remains due, owing and unpaid by Customers to Plaintiff in the amounts, respectively as set forth in the preceding paragraph, together with interest thereon at the maximum legal rate.

#### ELEVENTH CAUSE OF ACTION

(Common Count: Open Book Account Against Customers)

81. Plaintiff repeats and realleges paragraphs 1 through 22 inclusive, and incorporates them herein by this reference.

82. Within the past three years, Plaintiff shipped goods to Customers, who promised to pay for these goods upon receipt of an invoice.

83. Within the past three years, Customers, as set forth below, have become indebted to Plaintiff for the balance of an open book account for goods as follows:

- a. PRF and Munchies: \$1732.94;
- b. JN, AC, and GK: \$1100.20;
- c. AH, JH, and Market: \$1438.42; and,
- d. Berri: \$1500.00.

1 84. Plaintiff has demanded payment from the Customers in the  
2 amounts set forth in the preceding paragraph. Despite repeated  
3 demands therefor, there remains due, owing and unpaid by Customers  
4 to Plaintiff in the amounts, respectively as set forth in the  
5 preceding paragraph, together with interest thereon at the maximum  
6 legal rate.

7  
8 TWELFTH CAUSE OF ACTION

9 (For An Accounting Against All Defendants)

10 85. Plaintiff repeats and realleges paragraphs 1 through 22  
11 inclusive, and incorporates them herein by this reference.

12 86. An accounting of the Defendants' books and records is  
13 necessary to ascertain the amount of Plaintiff's receivables which  
14 Bank has collected from Customers arising out of the Demand.

15  
16 THIRTEENTH CAUSE OF ACTION

17 (Conversion Against Bank)

18 87. Plaintiff repeats and realleges paragraphs 1 through 22  
19 inclusive, and incorporates them herein by this reference.

20 88. From in or about December 2007 to the present, Bank  
21 converted Plaintiff's monies to its own use which were paid by Bank  
22 from Customers as a result of the Demand.

23 89. As a proximate result of defendants' wrongful conduct,  
24 Plaintiff has been damaged in a sum according to proof at time of  
25 trial.

26 90. In doing the acts herein alleged, Bank acted with  
27 oppression, fraud, and malice. Bank's conduct shocks the  
28

1 conscience. Plaintiff is entitled to punitive damages in an amount  
2 subject to proof from Bank.

3  
4 FOURTEENTH CAUSE OF ACTION

5 (For Imposition of Resulting Trust Against Bank)

6 91. Plaintiff repeats and realleges paragraphs 1 through 22  
7 and 88 through 89, inclusive, and incorporates them herein by this  
8 reference.

9 92. From in or about December, 2007 to the present, Bank has  
10 improperly received monies belonging to Plaintiff from Plaintiff's  
11 customers.

12 93. Bank should be declared by this Court to be an involuntary  
13 trustee of a resulting trust containing the monies which Plaintiff  
14 is entitled to receive which are being wrongfully held by Bank.

15  
16 FIFTEENTH CAUSE OF ACTION

17 (For Imposition of Constructive Trust Against Bank)

18 94. Plaintiff repeats and realleges paragraphs 1 through 22  
19 and 88 through 89, inclusive, inclusive, and incorporates them  
20 herein by this reference.

21 95. From in or about December, 2007 to the present, Bank has  
22 improperly received monies belonging to Plaintiff from Plaintiff's  
23 customers.

24 96. Bank should be declared by this Court to be an involuntary  
25 trustee of a constructive trust containing the monies which  
26 Plaintiff is entitled to receive which are being wrongfully held by  
27 Bank.

28 ///

1 WHEREFORE, Plaintiff prays for judgment as follows:

2 1. For compensatory damages subject to proof;

3 2. For disgorgement and statutory penalties under B & P 17200

4 et. seq.;

5 3. For punitive damages subject to proof;

6 4. For interest, including prejudgment interest at the legal  
7 rate;

8 5. For imposition of a resulting trust;

9 6. For imposition of a constructive trust;

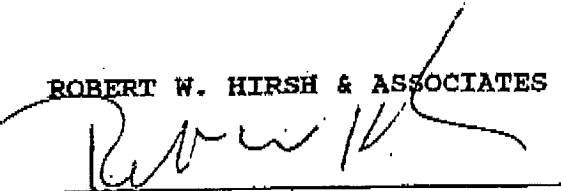
10 7. For an accounting;

11 8. For costs; and

12 9. For such other relief that may be just and proper.

13  
14 Dated: March 16, 2008

ROBERT W. HIRSH & ASSOCIATES

15  
16 By:   
17 Robert W. Hirsh

18 Attorneys for Plaintiff  
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EXHIBIT A



Headquarters • 565 Fifth Avenue New York New York 10017 • toll-free phone 866 sigline • [www.signatureny.com](http://www.signatureny.com)  
January 2, 2008

By Facsimile or Overnight Courier

Attn: Owner Or A/P Manager  
Pizza Maven  
140 North LaBrea Avenue  
Los Angeles, CA 90046

Re: Ahava Food Corp.  
St. Lawrence Food Corp.  
Lewis County Dairy Corp.  
Schwartz & Sons Quality Distributions, Inc.  
Yoni Realty LLC

Dear Sir or Madam:

Please be advised that pursuant to (1) a Security Agreement, dated as of August 22, 2005 by and among Ahava Food Corp ("Ahava"), St. Lawrence Food Corp. ("SLF"), Lewis County Dairy Corp. ("LCD") Yoni Realty LLC ("Yoni") and Signature Bank (the "Lender"); (2) a Continuing General Security Agreement, dated as of October 7, 2005 by and between LCD and the Lender; (3) a Continuing General Security Agreement, dated as of March 28, 2006, by and between LCD and the Lender; (4) a Continuing General Security Agreement, dated as of March 28, 2006, by and between Ahava and the Lender; (5) a Continuing General Security Agreement, dated as of March 28, 2006, by and between SLF and the Lender; and (6) a Security Agreement dated as of August 27, 2007 by and among Ahava, SLF, LCD, and Schwartz & Sons Quality Distributors, Inc. ("Schwartz"), Ahava, SLF, LCD, Yoni and Schwartz granted to Lender a Uniform Commercial Code security interest and assignment in all of their accounts receivable (past, present, and future).

Pursuant to the aforementioned security agreements and applicable law, Lender is now entitled to receive any and all payments now or hereafter due to Ahava, SLF, LCD, Yoni, and/or Schwartz. Moreover, Lender has recently learned that the owners of Ahava, SLF, LCD, Yoni and Schwartz have been improperly invoicing customers under other names. Accordingly, Lender is entitled to receive all payments due to any other entity believed by you to be affiliated with any of Ahava, SLF, LCD, Yoni or Schwartz including, without limitation, entities known as Ahava of California and Ahava National Food Distribution (such other entities are hereinafter referred to as the "Transfer Affiliates", and the Transfer Affiliates are herein referred to together with Ahava, Yoni, SLF, LCD and Schwartz as the "Debtors").

HF 3891168v.2 #06406/0023

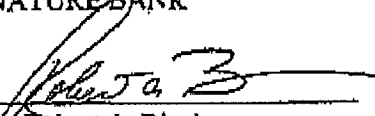
Please be advised that pursuant to Uniform Commercial Code Sections 9-406(a) and 9-607(a)(1), Lender is notifying you to immediately make payment to Lender of all amounts on any receivable due to any of the Debtors. All checks are to be made payable to Signature Bank. Accordingly, effective immediately, please forward all payments due on your accounts with any of the Debtors directly to us at the following address:

Signature Bank  
Account No. 1500957634  
565 Fifth Avenue  
New York, NY 10017  
Attn: Robert A. Bloch

Please be advised that under the law, if you withhold payment or make payment to anyone other than Lender at the address set forth above, you will nonetheless remain liable to Lender for such amounts.

If you have any questions regarding the foregoing instructions, please contact the undersigned at (646) 822 - 1827. Thank you for your prompt attention to this matter.

SIGNATURE BANK

By:   
Name: Robert A. Bloch  
Title: Senior Vice President

HF 3891168v.2 #06406/0023





headquarters • 565 Fifth Avenue New York New York 10017 • toll-free phone 866 sigline • [www.signatureny.com](http://www.signatureny.com)  
December 24, 2007

By Facsimile or Overnight Courier

Pico Cafe  
3944 West Pico Blvd  
Los Angeles, CA 90035

Re: Ahava Food Corp.  
St. Lawrence Food Corp.  
Lewis County Dairy Corp.  
Schwartz & Sons Quality Distributions, Inc.  
Yoni Realty LLC

Dear Sir or Madam:

Please be advised that pursuant to (1) a Security Agreement, dated as of August 22, 2005 by and among Ahava Food Corp. ("Ahava"), St. Lawrence Food Corp. ("SLF"), Lewis County Dairy Corp. ("LCD") Yoni Realty LLC ("Yoni") and Signature Bank (the "Lender"); (2) a Continuing General Security Agreement, dated as of October 7, 2005 by and between LCD and the Lender; (3) a Continuing General Security Agreement, dated as of March 28, 2006, by and between LCD and the Lender; (4) a Continuing General Security Agreement, dated as of March 28, 2006, by and between Ahava and the Lender; (5) a Continuing General Security Agreement, dated as of March 28, 2006, by and between SLF and the Lender; and (6) a Security Agreement dated as of August 27, 2007 by and among Ahava, SLF, LCD, and Schwartz & Sons Quality Distributors, Inc. ("Schwartz"), Ahava, SLF, LCD, Yoni and Schwartz granted to Lender a Uniform Commercial Code security interest and assignment in all of their accounts receivable (past, present, and future).

Pursuant to the aforementioned security agreements and applicable law, Lender is now entitled to receive any and all payments now or hereafter due to Ahava, SLF, LCD, Yoni, and/or Schwartz. Moreover, Lender has recently learned that the owners of Ahava, SLF, LCD, Yoni and Schwartz have been improperly invoicing customers under other names. Accordingly, Lender is entitled to receive all payments due to any other entity believed by you to be affiliated with any of Ahava, SLF, LCD, Yoni or Schwartz including, without limitation, entities known as Ahava of California and Ahava National Food Distribution (such other entities are hereinafter referred to as the "Transfer Affiliates", and the Transfer Affiliates are herein referred to together with Ahava, Yoni, SLF, LCD and Schwartz as the "Debtors").

HF 3891104v.2 #06-006/00123

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Robert W. Hirsh, SBN No. 102731 Robert W. Hirsh & Associates 8383 Wilshire Boulevard, Suite 510 Beverly Hills, California 90211  TELEPHONE NO.: 310-275-7800 FAX NO.: ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central		FOR COURT USE ONLY  <b>CONFORMED COPY</b> OF ORIGINAL FILED Los Angeles Superior Court  MAR 17 2008  John A. Clarke, Executive Officer/Clerk BY MARY GARCIA, Deputy
CASE NAME: Ahava of California, LLC v. Signature Bank, et. al.		CASE NUMBER: B C 387480
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	JUDGE: DEPT:

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/WD (23) <b>Non-P/DP/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DP/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (30)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |

3. Type of remedies sought (check all that apply):

- a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 16

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015).

Date: March 11, 2008

Robert W. Hirsh, SBN No. 102731

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE Ahava of California, LLC

CASE NUMBER

BC387480

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 7 ☐ HOURS/ ☒ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked.

For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (See Column C below)**

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A8070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A8029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A8005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A8010 Defamation (slander/libel)	1., 2., 3.
	Fraud (18)	<input type="checkbox"/> A8013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE Ahava of California, LLC		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (08) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6006 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 5.
Other Real Property (28)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Ahava of California, LLC		CASE NUMBER			
<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above			
Judicial Review (Cont'd.)	<input type="checkbox"/> A8151 Writ - Administrative Mandamus <input type="checkbox"/> A8152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A8153 Writ - Other Limited Court Case Review	2, 8. 2. 2.			
	Other Judicial Review (39)	<input type="checkbox"/> A8150 Other Writ / Judicial Review	2, 8.		
	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A8003 Antitrust/Trade Regulation	1, 2, 8.		
	Construction Defect (10)	<input type="checkbox"/> A8007 Construction defect	1, 2, 3.		
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A8008 Claims Involving Mass Tort	1, 2, 8.		
	Securities Litigation (28)	<input type="checkbox"/> A8035 Securities Litigation Case	1, 2, 8.		
	Toxic Tort Environmental (30)	<input type="checkbox"/> A8038 Toxic Tort/Environmental	1, 2, 3, 8.		
Provisionally Complex Litigation	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A8014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8.		
	Enforcement of Judgment (20)	<input type="checkbox"/> A8141 Sister State Judgment <input type="checkbox"/> A8160 Abstract of Judgment <input type="checkbox"/> A8107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A8140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A8114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A8112 Other Enforcement of Judgment Case	2, 9. 2, 8. 2, 9. 2, 8. 2, 8. 2, 8, 9.		
		RICO (27)	<input type="checkbox"/> A8033 Racketeering (RICO) Case	1, 2, 8.	
		Miscellaneous Civil Complaints	<input type="checkbox"/> A8030 Declaratory Relief Only <input type="checkbox"/> A8040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A8011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A8000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8. 2, 8. 1, 2, 8. 1, 2, 8.	
			Partnership Corporation Governance (21)	<input type="checkbox"/> A8113 Partnership and Corporate Governance Case	2, 8.
			Miscellaneous Civil Petitions	<input type="checkbox"/> A8121 Civil Harassment <input type="checkbox"/> A8123 Workplace Harassment <input type="checkbox"/> A8124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A8190 Election Contest <input type="checkbox"/> A8110 Petition for Change of Name <input type="checkbox"/> A8170 Petition for Relief from Late Claim Law <input type="checkbox"/> A8100 Other Civil Petition	2, 3, 9. 2, 3, 9. 2, 3, 9. 2. 2, 7. 2, 3, 4, 8. 2, 9.
				Other Petitions (Not Specified Above) (43)	

SHORT TITLE: Ahava of California, LLC	CASE NUMBER
---------------------------------------	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you select.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
<input type="checkbox"/> 1.	<input checked="" type="checkbox"/> 2.	<input type="checkbox"/> 3.	111 North Hill Street
<input type="checkbox"/> 4.	<input type="checkbox"/> 5.	<input type="checkbox"/> 6.	
<input type="checkbox"/> 7.	<input type="checkbox"/> 8.	<input type="checkbox"/> 9.	
<input type="checkbox"/> 10.			
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Central courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: March 16, 2008

  
(SIGNATURE OF ATTORNEY/FILING PARTY)  
Robert W. Hirsh

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE**

Case Number \_\_\_\_\_

BC387480

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judicial officer indicated below. There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Gregory Alarcon	36	410	Hon. William F. Highberger	32	406
Hon. Conrad Aragon	49	509	Hon. Ernest M. Hiroshige	54	512
Hon. Helen I. Bendix	18	308	Hon. Jane L. Johnson	56	514
Hon. Elihu M. Berle	42	416	Hon. Ann I. Jones	40	414
Hon. Tricia Ann Bigelow	23	315	Hon. Ruth Ann Kwan	72	731
Hon. Kevin C. Brazile	20	310	Hon. Charles C. Lee	33	409
Hon. Soussan G. Bruguera	71	729	Hon. Malcolm H. Mackey	55	515
Hon. Susan Bryant-Deason	52	510	Hon. Rita Miller	16	306
Judicial officer not yet assigned	13	630	Hon. David L. Minning	61	632
Hon. Victoria Chaney*	324	CCW	Hon. Aurelio Munoz	47	507
Hon. Judith C. Chirlin	19	311	Hon. Mary Ann Murphy	25	317
Hon. Ralph W. Dau	57	517	Hon. Jeanne O'Donnell	37	413
Hon. Maureen Duffy-Lewis	38	412	Hon. Yvette M. Palazuelos	28	318
Hon. James R. Dunn	26	316	Hon. Mel Red Recana	45	529
Hon. Mark Mooney	68	617	Hon. Alan S. Rosefield	31	407
Hon. William F. Fahey	78	730	Hon. Teresa Sanchez-Gordon	74	735
Hon. Irving S. Feffer	51	511	Hon. John P. Shook	53	513
Hon. Edward A. Ferns	69	621	Hon. Ronald M. Sohigian	41	417
Hon. Kenneth R. Freeman	64	601	Hon. Michael C. Solner	39	415
Hon. Richard Fruin	15	307	Hon. Michael L. Stern	62	600
Hon. Terry A. Green	14	300	Hon. Rolf M. Treu	58	516
Hon. Elizabeth A. Grimes	30	400	Hon. Elizabeth Allen White	48	506
Hon. Paul Gutman	34	408	Hon. John Shepard Wiley Jr.	50	508
Hon. Robert L. Hess	24	314	Hon. Mary Thornton-House	17	309
			Other		

\*Class Actions

Given to the Plaintiff/Cross-Complainant/Attorney of Record on \_\_\_\_\_ JOHN A. CLARKE, Executive Officer/Clerk

By \_\_\_\_\_, Deputy Clerk

# NEW

from the  
**LOS ANGELES SUPERIOR COURT**  
**ADR DEPARTMENT**

If you have a general jurisdiction case involving one of these 6 subject matter areas:

- commercial
- employment
- medical malpractice
- real estate
- trade secrets
- unfair competition

***Your case may be eligible for the court's pilot  
Early Neutral Evaluation (ENE) program.***

- ◆ **ENE can reduce litigation time and costs and promote settlement.**
- ◆ ENE is an informal process that offers a non-binding evaluation by an experienced neutral lawyer with expertise in the subject matter of the case. After counsel present their claims and defenses, the neutral evaluates the case based on the law and the evidence.
- ◆ **ENE is voluntary and confidential.**
- ◆ The benefits of ENE include helping to clarify, narrow or eliminate issues, identify areas of agreement, offer case-planning suggestions and, if requested by the parties, assist in settlement.
- ◆ **The first three (3) hours of the ENE session are free of charge.**

See back for a list of participating pilot courthouses and departments.

*For additional ENE information, visit the Court's web site at [www.lasuperiorcourt.org/adr](http://www.lasuperiorcourt.org/adr)*



**LOS ANGELES SUPERIOR COURT**  
**CIVIL ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAMS**  
[CRC 3.221 Information about Alternative Dispute Resolution]

The plaintiff shall serve a copy of the ADR Information package on each defendant along with the complaint.

**ADR PROGRAMS**

"Alternative Dispute Resolution (ADR)" is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes such as arbitration, mediation, early neutral evaluation (ENE), and settlement conferences, are less formal than court and provide opportunities for litigants to reach an agreement using a problem-solving approach rather than the more adversarial approach of litigation.

**MEDIATION** A neutral third party called a "mediator" helps participants in the dispute create their own resolution. The mediator helps facilitate a discussion in which the parties reach a mutually agreed upon settlement. Therefore, mediation allows for more creative resolutions to disputes than other ADR processes.

The Court Mediation Program is governed by Code of Civil Procedure sections 1775-1775.15, California Rules of Court, Rules 3.850-3.868 and 3.870-3.878; Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, Chapter 12.

**ARBITRATION** A neutral third party called an "arbitrator" listens to each side in the dispute present its case. The arbitrator, who is an attorney, issues a decision based on the evidence. Although evidence is presented, arbitration is a less formal process than litigation. The decision is non-binding unless the parties agree in writing to binding arbitration.

The Court Arbitration Program is governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, Rules 3.810-3.830, and Los Angeles Superior Court Rules, Chapter 12.

**ENE** A neutral third party called an "evaluator" will provide the parties and their counsel, on a voluntary basis and in a confidential session, the opportunity to make summary presentations of their claims and defenses, including key evidence. After hearing the presentations, the evaluator, who is an experienced lawyer with subject-matter expertise, offers a non-binding evaluation.

The evaluator will also help clarify, narrow or eliminate issues, identify areas of agreement, offer case-planning suggestions, and, if requested by parties, settlement assistance. Although settlement is not the primary goal of ENE, the ENE process can reduce litigation time and costs and promote settlement.

The Court ENE Program is governed by Los Angeles Superior Court Rules, Chapter 12.

**SETTLEMENT CONFERENCE** A neutral third party called a "settlement officer," who is also a retired judge, assists the parties in negotiating their own settlement and may evaluate the strengths and weaknesses of the case.

**JURISDICTIONAL LIMITATIONS**

**MEDIATION, ARBITRATION & ENE** Any case in which the amount in dispute is between \$25,000-\$50,000 per plaintiff, and was not previously referred to the Court ADR Program, can be sent to the Court ADR Program for mediation, arbitration, or ENE by stipulation, election by plaintiff or order of the court.

Parties may *voluntarily* request or initiate a mediation or arbitration proceeding, regardless of the amount in dispute.

**SETTLEMENT CONFERENCE** Any case, regardless of the amount in dispute, may be ordered to a settlement conference. There is no monetary limit.

**REFERRAL INFORMATION**

After the Court determines the suitability of a case for ADR, the Court directs the parties to the ADR Department to initiate the ADR process. Once the parties have completed the ADR intake forms, a Neutral may be selected.

<p><b>What is the goal of mediation?</b></p> <p>The goal is to assist the parties in reaching a mutually acceptable agreement or understanding on some or all of the issues. The parties jointly become the primary decision maker in how to resolve the issues as opposed to the traditional judge and/or jury system.</p>	
<p><b>Do I need an attorney for this?</b></p> <p>While it is recommended to have an attorney and/or receive legal advice before the mediation starts, you are not required to have representation. If you do have an attorney, they may participate in the mediation with you.</p>	
<p><b>How long does it take?</b></p> <p>Face-to-face mediations generally last one to three hours. Telephone conciliations, in which the parties do not meet face to face, vary from a few days to several weeks. Much depends on the number of parties involved and the complexities of the issues. When the mediation takes place depends on parties scheduling availability.</p>	
<p><b>A Mediator helps parties...</b></p> <ul style="list-style-type: none"> <li>◆ Have productive discussions</li> <li>◆ Avoid or break impasses</li> <li>◆ Defuse controversy</li> <li>◆ Generate options that have potential for mutual gain</li> <li>◆ Better understand each other's concerns and goals</li> <li>◆ Focus on their interests rather than their positions</li> </ul>	<p><b>A Mediator does not...</b></p> <ul style="list-style-type: none"> <li>◆ Provide advice or opinions</li> <li>◆ Offer legal information</li> <li>◆ Make decisions for parties</li> <li>◆ Represent or advocate for either side</li> <li>◆ Judge or evaluate anyone or anything</li> <li>◆ Conduct research</li> <li>◆ "Take Sides"</li> </ul>
<p><b>What does it cost?</b></p> <p>The first three hours of any mediation are free. Thereafter, charges are based on income or revenue. All fees are waived for low-income individuals.</p>	<p><b>Legal Advice/Information</b></p> <p>If you want to retain an attorney, a list of state certified referral services is at <a href="http://courtinfo.ca.gov">courtinfo.ca.gov</a> which also has an on-line self help legal center.</p> <p><b>Self-Help Legal Access Centers</b> are at the Inglewood, Palmdale, Pomona, and Van Nuys courthouses. <a href="http://nls-la.org">nls-la.org</a> and <a href="http://lafla.org">lafla.org</a></p> <p><b>Court Personnel</b> can answer non-legal questions (forms, fees, fee waivers). <a href="http://lasuperiorcourt.org">lasuperiorcourt.org</a></p> <p><b>Low-income individuals</b> may qualify for help from non-profit legal organizations. Court Personnel and DRPA contractors have such listings.</p>
<p><b>What is the difference between the contractors listed and the Superior Court ADR Office?</b></p> <p>The services offered by the contractors listed may be accessed immediately. Those offered by the Superior Court ADR Office, also a DRPA contractor, may not be accessed by parties until a court appearance, or at the directive of the judge assigned to the case.</p>	
<p align="center"><b>Dispute Resolution Programs Act (DRPA) Grants Administration Office</b>  <b>(213) 738-2621</b>          (The DRP Office is not a Superior Court Office. Consult your phone directory to locate the number of the Court Office on your summons.)</p>	

THIS IS A TWO-SIDED DOCUMENT.

## **Exhibit B**

RETURN TO PARTY WITHOUT ATTORNEY (Please Print Name, Address, and Telephone) Robert W. Mirsh, SBW 102731 Robert W. Mirsh & Associates 5183 Wilshire Boulevard, Suite 510 Beverly Hills, California 90211 TELEPHONE (H) 310-275-7800 FAX (H) ( ) E-MAIL ADDRESS ( ) ATTORNEY FOR Plaintiff		FOR COURT USE ONLY PQB-010	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS 111 North Hill Street MAILING ADDRESS CITY AND ZIP CODE Los Angeles, CA 90012 JUDGE NAME			
PLAINTIFF/PETITIONER: Ahava of California, LLC DEFENDANT/RESPONDENT: Signature Bank, et. al.		CASE NUMBER EC 387480	
PROOF OF SERVICE OF SUMMONS		Ref. No. of This Mail	

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
  - a. ☒ summons
  - b. ☒ complaint
  - c. ☒ Alternative Dispute Resolution (ADR) package
  - d. ☒ Civil Case Cover Sheet (served in complex cases only)
  - e. ☐ cross-complaint
  - f. ☒ other (specify document): Notice of Case Assignment
3. a. Party served (specify name of party as shown on documents served): Signature Bank  
b. Person served: ☐ party in item 3a ☒ other (specify name and relationship to the party named in item 3a):  
SALVATORE MONACO  
4. Address where the party was served:  
26 Court Street, Ground Floor, Brooklyn, New York 11242  
5. I served the party (check proper box)
  - a. ☒ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party. (H) on (date): 5/28/08 (M) at (time): 3:40 pm
  - b. ☐ by substituted service. On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3a):
    - (1) ☐ (business) a person at least 18 years of age apparently in charge of this office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
    - (2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
    - (3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge of the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
    - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
    - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

Page 1 of 2

PLAINTIFF/PETITIONER: Ahava of California, LLC	CASE NUMBER: BC 387480
DEPENDANT/RESPONDENT: Signature Bank, et. al.	

- a. ☐ by mail and acknowledgment of receipt of service. (I mailed the documents listed in Item 2 to the party, to the address shown in Item 4, by first-class mail, postage prepaid,  
(1) on (date): (2) from (city):  
(3) ☐ with two copies of the Notice and Acknowledgment of Receipt and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgment of Receipt.) (Code Civ. Proc., § 415.30.)  
(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ by other means (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.  
b. ☐ as the person sued under the fictitious name of (specify):  
c. ☐ as occupant.  
d. ☒ On behalf of (specify):

under the following Code of Civil Procedure section:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> 415.10 (corporation)          | <input type="checkbox"/> 415.65 (business organization, firm unknown) |
| <input type="checkbox"/> 415.20 (defunct corporation)             | <input type="checkbox"/> 415.50 (minor)                               |
| <input type="checkbox"/> 415.30 (joint stock company/association) | <input type="checkbox"/> 415.70 (ward or conservatee)                 |
| <input type="checkbox"/> 415.40 (association or partnership)      | <input type="checkbox"/> 415.50 (authorized person)                   |
| <input type="checkbox"/> 415.50 (public entity)                   | <input type="checkbox"/> 415.45 (occupant)                            |
|   | <input type="checkbox"/> other:                                       |

7. Person who served papers

- a. Name: SARA BAER  
b. Address: 32 Court Street, Suite 1502, Brooklyn, NY 11201  
c. Telephone number: 718-875-1483  
d. The fee for service was: \$ ~~85.00~~ \$85.00

a. I am:

- (1) ☒ not a registered California process server.  
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).  
(3) ☐ registered California process server:  
(i) ☐ owner ☐ employee ☐ independent contractor,  
(ii) Registration No.:  
(iii) County:

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: March 26, 2008

SARA BAER

(NAME OF PERSON WHO SERVED PLAINTIFFS/SUMMONS) (OR MARSHAL)

PERSONAL USE

## **Declaration of Fariborz Banayan**

**DECLARATION OF FARIBORZ BANAYAN**

I, Fariborz Banayan, declare:

1. I am the sole member of defendant Ahava of California, LLC ("Ahava CA"). Each fact contained in this declaration is within my personal knowledge, and if called upon to testify as to any matter herein, I could and would competently do so.

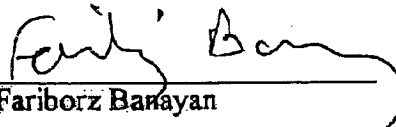
2. Ahava CA is a California limited liability company formed in 2000, which I have exclusively owned since in or about 2005. Attached collectively hereto as Exhibit A are true and correct copies of the Agreement and the Assignment of Interest and Consent of Managing Partner which transferred defendant Moise Banayan's ("Moise") interest in Ahava CA to me. This transaction was negotiated and entered into in California.

3. Ahava CA's books and records are maintained in California.

4. I am a California resident.

5. Ahava CA conducts business out of California and New York. The New York office reports to me in California.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this declaration was executed in Beverly Hills, California on May 11, 2008.

  
Fariborz Banayan

## **Exhibit A**



**AGREEMENT**

The agreement Made this 15th day of August 2005 by and between Moise Banayan an individual residing in Monsey New York ("Seller") and Fariborz Banayan residing in Venice Beach California ("Buyer") referred to herein as the "parties".

**Whereas,** The parties have shares in the stock of Ahava of California, LLC, a California corporation as follows: Moise Banayan 50% of the shares and Fariborz Banayan 50% of the shares.

**Whereas,** There was a certain inheritance fund at the above date from the deceased father of the parties in the amount of \$507,852.94, and the seller is holding on to this fund, and is unable to distribute the 1/3 due to the buyer.

**Whereas,** The seller is requesting to pay this sum back to the buyer at a future date but prior to January 2nd 2007, and the buyer agrees to give this extended grace period to collect the debt arising from the inheritance proceed.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1: STOCK SALE**

The Seller shall sell and fully transfer to the Buyer 50% stock shares of Ahava of California for the debt due.

**2. OPTION TO RE BUY THE TRANSFERRED STOCK**

The seller can buy back the sold and transferred stock from the buyer prior to January 2nd 2007, by paying to the buyer \$167,284.32.

**3 VALUE OF STOCK AND PAYMENT**

The value of the stock is hereby established to be \$169,284.32 as of January 2nd 2007, and it will remain the same until January 2nd 2007. The seller accepts the cancellation of the debt as full payment for the 50% shares in Ahava of California LLC

**4. GOVERNING LAW AND VENUE**

This agreement shall be construed and governed by the Laws of the State of California.

5. **AUTHORITY**

Each party represents it has the capacity to enter this Agreement.

6. **MODIFICATION**

No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing and executed by all the parties hereto.

7. **SUCCESSORS AND ASSIGNS**

This agreement shall be binding on the parties hereto and their respective successors and assigns.

8. **WHOLE AGREEMENT**


This Agreement supercedes any and all prior agreements among the parties hereto with respect to the subject hereof and sets forth the final and entire agreement of the parties hereto

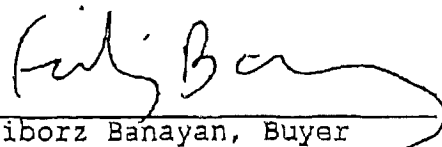
9. **HEADINGS**

The headings in this agreement are for convenience only, and shall not effect the meaning of the terms hereof.

10. **SEVERABILITY**

If any provision of this agreement shall be deemed invalid or unenforceable as written, it shall be construed to the greatest extent possible, in a manner which will render it valid and enforceable and any limitation of the scope or duration of such provision so necessary to make it valid and enforceable shall be so construed, no such unenforceability shall affect any other portion of this agreement unless the portion so deemed invalid and unenforceable is a material element of the agreement, taken as a whole.

  
Moise Banayan, Seller

  
Fariborz Banayan, Buyer

**AHAVA OF CALIFORNIA, LLC**

**ASSIGNMENT OF INTEREST AND CONSENT OF MANAGING MEMBER**

In accordance with an agreement dated August 15<sup>th</sup> 2005, for One hundred sixty seven thousand and two hundred eighty four DOLLARS and 32 cent (\$167,284.32) AND OTHER GOOD AND VALUABLE CONSIDERATION, **MOISE BANAYAN**, an individual, ("Assignor") hereby assigns all of its right, title, and interest in and to a fifty (50%) percent membership interest in Ahava of California, LLC, to **FARIBORAZ BANAYAN**, an individual ("Assignee").

Assignee hereby assumes all of the obligations of Assignor as a member under the Operating Agreement, dated Feb 11 2000 from and after the date hereof.

This Assignment of Interest may be executed in multiple counterpart copies, all of which shall constitute a single document and may be delivered by facsimile transmission.

Dated: 15<sup>th</sup> of August , 2005


**ASSIGNOR:**

  
**Moise Banayan**

**ASSIGNEE:**

  
**FARIBORZ BANAYAN**

CONSENTED TO:  
**AHAVA OF CALIFORNIA, LLC**

  
Name: **Fariborz Banayan**  
Title: **Managing Member**

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

SIGNATURE BANK,

Plaintiff,

- against -

08 Civ. 3893 (NRB)

AHAVA FOOD CORP., LEWIS COUNTY DAIRY  
 CORP., ST. LAWRENCE FOOD CORP. d/b/a PRIMO  
 FOODS, YONI REALTY, LLC, SCHWARTZ AND  
 SONS QUALITY DISTRIBUTORS, INC., MOISE  
 BANAYAN, ANA BANAYAN a/k/a CHANA  
 BANAYAN, REBECCA BANAYAN a/k/a REBECCA  
 BARIMYAN a/k/a REBECCA BANAYAN-  
 LIEBERMAN, FARIBORZ BANAYAN a/k/a  
 AARON BANAYAN, RUBEN BEITYAKOV,  
 ARI KATZ, AHAVA OF CALIFORNIA, LLC d/b/a  
 AHAVA NATIONAL FOOD DISTRIBUTOR  
 and NORTH COUNTRY MANUFACTURING, and  
 JOHN DOE COMPANIES 1 through 10

Defendants.

## NOTICE OF MOTION

KORNSTEIN VEISZ WEXLER & POLLARD, LLP  
757 Third Avenue  
New York, New York 10017  
(212) 418-8600

**ROBERT W. HIRSH & ASSOCIATES**  
8383 Wilshire Boulevard, Suite 510  
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(310) 275-7800

Attorneys for Defendant Ahava of California, LLC